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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ANGEL FRALEY; PAUL WANG; SUSAN
MAINZER; JAMES H. DUVAL, a minor, by
and through JAMES DUVAL, as Guardian ad
Litem; and W.T., a minor, by and through
RUSSELL TAIT, as Guardian ad Litem;
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FACEBOOK, INC., a corporation; and DOES
1-100,

Defendants.

Case No. CV 11-01726 RS

~~PROPOSED~~ FINAL JUDGMENT

IT IS HEREBY ADJUDGED AND DECREED THAT:

1. This Final Judgment incorporates by reference the defined terms in the Amended Settlement Agreement and Release entered into between plaintiffs Susan Mainzer, James H. Duval, and W.T., a minor, by and through Russell Tait as Guardian ad Litem (“Plaintiffs”), individually and in their representative capacity as plaintiffs on behalf of the Class, and defendant Facebook, Inc. (see docket number 235-1, filed Oct. 5, 2012) (“Settlement Agreement”). All capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreement unless set forth differently herein.

1 2. The Court has jurisdiction over the subject matter of this action and all parties to
2 the action, including all Settlement Class Members as defined herein.

3 3. For the reasons set forth in the August 26, 2013 Order Granting Motion for Final
4 Approval of Settlement Agreement (see docket number 359) (“Final Approval Order”), this Court
5 granted final approval of the settlement of this action on the terms set forth in the Settlement
6 Agreement.

7 4. The Court grants final certification, for purposes of settlement only, of a Class
8 pursuant to Federal Rule of Civil Procedure 23(b)(3), defined as “all persons in the United States
9 who have or have had a Facebook account at any time and had their names, nicknames,
10 pseudonyms, profile pictures, photographs, likenesses, or identities displayed in a Sponsored
11 Story, at any time on or before the date of entry of the Preliminary Approval Order.” The
12 Preliminary Approval Order was entered on December 3, 2012 (see docket number 252).

13 5. The Court grants final certification, for purposes of settlement only, of a Minor
14 Subclass pursuant to Federal Rule of Civil Procedure 23(b)(3), defined as “all persons in the
15 Class who additionally have or have had a Facebook account at any time and had their names,
16 nicknames, pseudonyms, profile pictures, photographs, likenesses, or identities displayed in a
17 Sponsored Story, while under eighteen (18) years of age, or under any other applicable age of
18 majority, at any time on or before the date of entry of the Preliminary Approval Order.”

19 6. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all persons within the Class
20 (including all persons within the Minor Subclass), as defined in paragraphs 4 and 5 above, and
21 who have not excluded themselves by timely filing a valid request for exclusion, as discussed in
22 paragraph 8 below, are “Settlement Class Members.”

23 7. The notice delivered to Class members, including Minor Subclass members and
24 Settlement Class Members, in accordance with section 3.3 of the Settlement Agreement and the
25 Preliminary Approval Order—which included long-form notice, direct email notice, and
26 publication notice—constituted the best notice practicable under the circumstances and
27 constituted valid, due, and sufficient notice to Settlement Class Members of their rights and
28 obligations, in compliance with due process and Federal Rule of Civil Procedure 23.

1 8. The list of persons excluded from the group of Settlement Class Members because
2 they timely filed valid requests for exclusion is attached hereto as Exhibit A, and was previously
3 filed in this action (see docket number 348-1). Persons who timely filed valid requests for
4 exclusion are not bound by this Final Judgment.

5 9. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all Settlement Class
6 Members are bound by this Final Judgment, by the Final Approval Order, and by the terms of the
7 Settlement Agreement.

8 10. The Court hereby dismisses this action in its entirety with prejudice. No fees or
9 costs are awarded, except as expressly provided in the Order Granting in Part Motion for
10 Attorney Fees, Costs, and Incentive Awards (see docket number 360) (“Fee Order”), or by other
11 order of the Court.

12 11. The Releasing Parties, including Plaintiffs and all Settlement Class Members, are
13 hereby: (a) deemed to have fully, finally, and forever released, relinquished, and discharged the
14 Released Claims against the Released Parties, as set forth in section 5.2 of the Settlement
15 Agreement, and (b) forever barred and permanently enjoined from asserting, instituting, or
16 commencing, either directly or indirectly, any of the Released Claims against any of the Released
17 Parties in any manner.

18 12. Plaintiffs Susan Mainzer, James H. Duval, and W.T., a minor, by and through
19 Russell Tait as Guardian ad Litem, in their individual capacities only, and each of their
20 successors, assigns, legatees, heirs, and personal representatives are hereby: (a) deemed to have
21 released and forever discharged Facebook and its direct or indirect parents, wholly or majority-
22 owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners,
23 privities, and any of its present and former directors, officers, employees, shareholders, agents,
24 representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in
25 concert with it, from all manner of action, causes of action, claims, demands, rights, suits,
26 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses,
27 costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or
28 equity, fixed or contingent, as set forth in section 5.3 of the Settlement Agreement, and (b)

1 forever barred and permanently enjoined from asserting, instituting, or commencing, either
2 directly or indirectly, any of these released claims against any of these released parties in any
3 manner.

4 13. Consistent with the provisions of the Settlement Agreement governing the timing
5 for performance, the parties are directed to perform the Settlement Agreement, in accordance with
6 its terms (including the provisions governing the injunctive relief described in section 2.1 and all
7 other provisions governing Settlement Class Member relief) and consistent with all additional
8 parameters set forth in the Final Approval Order, Fee Order, or other subsequent order of the
9 Court.

10 14. Without affecting the finality of this Final Judgment in any way, the Court hereby
11 retains continuing jurisdiction over the implementation, administration, and enforcement of this
12 Final Judgment, the Settlement Agreement, and all matters ancillary thereto.

13 15. As set forth more fully in sections 6.1 and 6.2 of the Settlement Agreement, if the
14 Final Settlement Date does not or cannot occur for any reason, then this Final Judgment shall be
15 rendered null and void and shall be vacated, and this action will revert to its previous status in all
16 respects as it existed before the parties executed the Settlement Agreement, and the parties shall
17 be deemed to have retained, and not waived or forfeited, all rights and arguments that were
18 available to them before they executed the Settlement Agreement.

19 16. The Court, finding that no reason exists for delay, hereby directs the Clerk to enter
20 this Final Judgment forthwith.

21
22 **IT IS SO ORDERED.**

23
24 Dated: September 19, 2013

25 
26 RICHARD SEEBORG
27 UNITED STATES DISTRICT JUDGE
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